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Ce guide est destiné aux enseignants et aux élèves âgés de 16-18 ans qui sont en adaptation scolaire. Le sujet à étudier est le contrat. Le guide est divisé en six parties: 1. a mini-contract; 2. contracts; 3. warranties and guarantees; 4. warranties on cars and motorcycles; 5. the lease; 6. the will. Pour chaque partie on indique les objectifs spécifiques et l'on donne des informations pour l'enseignant et les élèves.

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QUÉBEC SCHOOLS

Meeting Individual Needs

INDIVIDUAL PATHS FOR LEARNING STUDENTS AGED 16-18

THE CONTRACT

Québec

EDUQ
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INDIVIDUAL PATHS FOR LEARNING STUDENTS AGED 16-18

THE CONTRACT

Direction générale des programmes
Direction de l'adaptation scolaire et des services complémentaires

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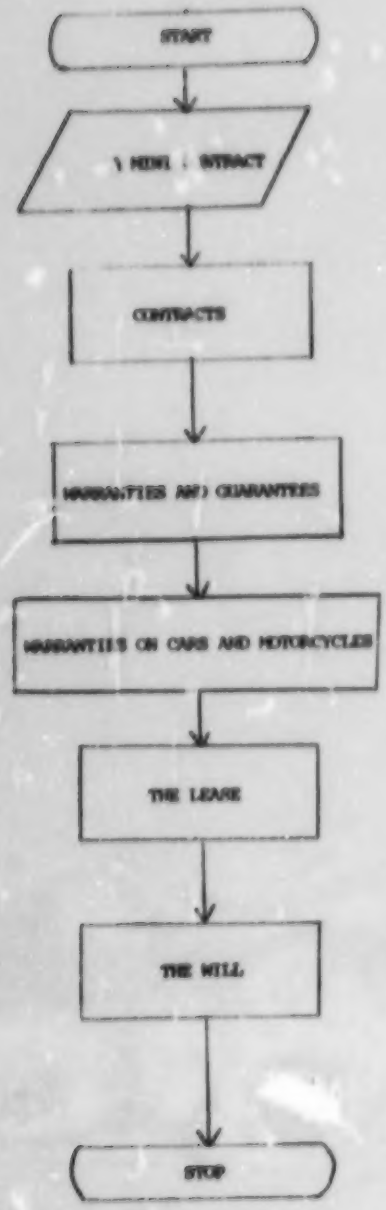


. Preliminary Activity
. Exploration of the topic

. Read
. Respond
. Create

. Read
. Explore

. Read
. Explore

. Explore
. Evaluate
. Compare

. Define
. Read
. Respond
. Examine

MINI-CONTRACT

Intermediate Objectives

The student will explore the necessity and appropriateness of the written contract.

The student will create a mini-contract in response to a given situation.

A MINI-CONTRACT

Teacher information

Polonius, in Shakespeare's Hamlet, gives some parting advice to his son Laertes. Some highlights: clothes make the man, to thine own self be true, never a borrower nor a lender be.

(This excerpt can be found in In Your Own Words 2)

Ask students what they think Shakespeare meant by never a borrower nor a lender be. Get them thinking, through class discussion, about what can happen when a best friend borrows a favorite cassette. Do they agree with Shakespeare or not?

A contract is defined by the New Mirriam-Webster lictionary as "a binding agreement".

Students working in pairs for this activity, one as the lender and one as the borrower, draw up a contract, a binding agreement, governing the loan of that favourite cassette to their best friend. What conditions will apply to the loan? How long can the friend keep it? What can they do with it? What happens if it is lost, stolen or destroyed? What kind of shape was the cassette in when it was borrowed?

Students, should include the date and the place of signing. Both parties must sign it and keep a copy.

Discuss with the class after the completion of the contract any difficulties or unexpected problems. Do any students have special clauses, special conditions? When is a written contract necessary? Is it truly necessary between friends?

CONTRACTS

Intermediate Objectives

The student will examine documents published by the Office de la protection du consommateur and respond using a prescribed format.

The student will create an original contract employing practised strategies.

CONTRACTS

Part I - Teacher Information

Have students read the text Contracts: forwarned is forearmed, pages 8 to 10.

Discuss the following questions:

1. Have any students entered into any contracts this week? Where, why, which ones?

2. The text lists five situations where you must sign a contract. Can students think of other situations where contracts might be used?

3. Why is a signature such a good tool to bind an agreement?

4. Both sides in a contract agreement have rights and obligations. For example, if someone is the buyer of a new car with a 36,000 km or 3 year warranty, what is their obligation as the owner?

Contracts: forewarned is forearmed

When you think about it, scarcely a week goes by that you don't enter into some kind of agreement, be it subscribing to your local newspaper, renting a parking space, signing a lease, buying a bicycle or even just picking up your sales slip after buying a litre of milk or a magazine.

What you should know

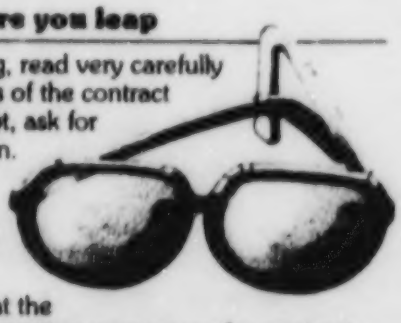
A contract is a commitment between two or more people: seller and buyer, employer and employee, for example.

A contract involves **rights** and **obligations** on the part of the two parties concerned. Under the Consumer Protection Act, the merchant must give you a document when you and he enter into the following contracts:

- a sales contract with an itinerant or door-to-door vendor;
- a credit contract for a money loan, an installment sale, the issuing of a credit card, and so on;
- a sales contract for a used car or motorcycle;
- a leasing contract for a series of continuing services over a period of time including, first, contracts signed with language schools, dance studios or dating agencies and second, contracts signed with health studios;
- a contract for the sale or rental of goods or services relating to the two preceding types of contracts where these goods or services are sold by the same merchant (for example, tape recorders and cassettes for the language courses).

In all the above cases, insist on signing a contract. In other cases where the stakes are high, ask the merchant to put the agreement in writing.

Look before you leap



Before signing, read very carefully all the clauses of the contract and if in doubt, ask for an explanation. Beware of merchants who pressure you to sign.

Make sure that the following information appears on the contract:

- the **date** the contract is signed;
- the **place** the contract is signed;
- the name and address of the merchant (**do not accept a post office box** — under the Consumer Protection Act, a post office box is not a legal address);
- a description of the goods or services contracted for;
- the total amount you will have to pay under the contract; This sum must include **all** charges such as delivery charges, installation charges, credit charges, etc.

Plain language

Your contract and the documents attached to it must be drawn up in French. If you and the merchant wish, you may also have it written in another language. If the contract you sign is in two languages and there is a difference of interpretation between the two texts, the version most favourable to you will prevail.

Contracts must be written clearly and legibly. They may be handwritten, typewritten or printed.

Have the odds in your favour

You may ask the merchant to add clauses to the contract so that you will be better protected. Delivery is the merchant's first obligation and you can, for instance, be firm about the delivery date of the merchandise. If you want delivery on May 16, don't be satisfied with "about May 16".

Pitfalls to avoid

Unless the merchandise has been delivered to you, the door-to-door vendor cannot collect money for those goods before the expiry of the 10-day period for cancellation provided under the Act.

If you order an article by mail, do not send any money until you have received the merchandise, unless you are sure that the merchant has deposited security with the President of the Office de la protection du consommateur. This way, you will no longer be out of pocket if the merchandise is lost in the mail or if the strawberry plants you ordered in February don't arrive until October.

You do not have to pay for unsolicited articles sent to you by mail.

Your signature is always binding

An offer, promise or agreement made prior to a contract does not bind you unless it is written into a contract drawn up in accordance with the Act.

Once you and the merchant have both agreed on the object and on the terms of the contract, the merchant must sign two copies which you, in turn, will sign. The contract is concluded when you and the merchant have signed the last page of each of the copies.

Additional safeguards

The Act provides that under certain circumstances the merchant must deposit any money received from you into a trust account. This applies to:

- the sum of money received before a contract is concluded until either it is refunded to you at your request or until the contract is signed;
- the sum of money collected by a door-to-door vendor who has delivered the merchandise to you, and this, until either the ten-day period granted for cancellation under the Act expires, or until you yourself, during those ten days, decide to cancel the contract.

Contracts you can cancel

- Door-to-door sales contracts: within the ten days following the day you receive a copy of the contract.
- Contracts for the loan of money, except those made for the purchase of a new car that you have already taken delivery of: within the two days following the day you receive a copy of the contract.

- Contracts involving credit, except those made for the purchase of a new car that you have already taken delivery of: within the two days following the day you receive a copy of the contract.
- Leasing contracts for a series of continuing services over a period of time, as well as related contracts, except those made with health studios: at any time and without charge if the services have not commenced.

If the services have begun, you will have to pay the cost of those received and, as a penalty, the lesser of the following sums: $50 or ten per cent of the cost of the services not yet rendered.

- Leasing contracts for a series of continuing services over a period of time made with a health studio as well as related contracts: at any time and without charge if the services have not begun. If the services have begun you can cancel the contract within a period equal to one-tenth of the specified duration of the contract from the commencement of the services, in which case the merchant cannot ask you for a sum exceeding one-tenth of the total price laid down in the contract.

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Part II - Teacher Information

Students, working individually, or in small groups, are now going to draw up a contract involving one of the following situations.

1. A student has not been on his best behavior lately, nor has he been performing at a maximum in the classroom. The teacher insists on signing a contract laying down the conditions for the student being allowed to remain in the classroom. It must include student's efforts to improve, teacher behavior and response, and the consequences of non-performance on either part. Two copies are necessary, both to be signed, one copy to each party.

2. A student is hiring himself out as a babysitter/dog walker/snow shoveller/lawn mower, etc. To protect all parties, a contract is necessary. It must include a description of duties and final results, remuneration or obligations of client and consequences of non-performance on either part. Two copies are necessary, both to be signed, one copy to each party.

3. What does one expect in a friendship? What is one prepared to give, expected to receive. Have students draw up a contract for friendship. Two copies are necessary, both to be signed, one copy to each friend.

Make sure the students include the following information in their contracts:

- date
- place
- description of goods or service
- remuneration

WARRANTIES AND GUARANTEES

Intermediate Objectives

The student will examine documents published by the Office de la protection du consommateur and respond using a prescribed format.

The student will explore and evaluate the written warranty through the creation of a warranty for an exceptional product.

WARRANTIES AND GUARANTEES

Part I - Teacher Information

A guarantee or a warranty is a promise that an item purchased will last and function properly for a certain length of time. A guarantee or a warranty can also be a promise that a service will do what it is supposed to do.

Have students give two examples of items that they know come with a guarantee and two examples of services that should come with a guarantee.

Discuss why people want and expect guarantees.

There are some things in the world that can never be guaranteed. Have students make a list of some of these things. Be imaginative! Why can't these things be guaranteed?

Have students read the document, on pages 16 to 18, entitled, <u>At Last! Warranties you can count on!</u> and answer these questions in groups or pairs or as a class group.

1. What is a conventional warranty?
2. What is a legal warranty?
3. Why is it important to get a warranty in writing?

At last! Warranties you can count on

Obviously, consumer goods cannot last a lifetime.

However, this does not mean that certain goods should become prematurely unusable or that they should not give you the service you are entitled to. And that is precisely where the Consumer Protection Act comes in.

Desperate ills call for radical remedies

As you have no doubt observed, not all the goods you buy are guaranteed. In fact, merchants or manufacturers are free to offer or not offer private warranties. This type of warranty is also known as a conventional warranty because it is granted by contract, that is by agreement between the merchant or manufacturer and yourself.

Although the Consumer Protection Act does not require them to give you a conventional warranty, under this statute, **all goods are automatically covered by a mandatory legal warranty.**

This is a **basic** warranty which is applicable even if it is specified in writing that the goods are not guaranteed, or if you have been given an insufficient conventional warranty.

Of course, merchants or manufacturers may offer you a conventional warranty that is more advantageous if they so desire.

Therefore, even if you do not receive a conventional warranty from the merchant or manufacturer, **the Consumer Protection Act makes it possible for you to demand that the goods you buy can be put to normal use over a reasonable length of time,** considering their price, the conditions of use and the terms of the contract.

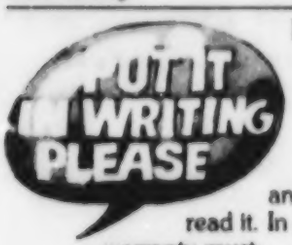
For instance, if you pay $50 for a saucepan, you have a right to expect it to stand up to everyday use better than one for which you pay only $5.

Under the legal warranty, the goods or services provided must conform to the description in the contract, to everything said or written about them in the merchant's or manufacturer's advertising, and to the verbal or written statements of the merchant or his representative.

Furthermore, if, for example, you buy a television set during an advertising campaign which guarantees it for five years, this guarantee will automatically be part of the sales contract, even if it is not indicated in the contract. False representations regarding the existence, extent or length of a warranty on the part of merchants, manufacturers and advertisers are prohibited.

Moreover, if the goods are such that they require maintenance work, spare parts and repair services must be available for a reasonable time after the contract is signed. You are entitled to have your new car serviced for example. However, the merchant or manufacturer may be exempt from this obligation if you are so informed, **in writing,** before the contract is signed; if this is not done, you have direct recourse against either one of them, according to the situation.

What about the conventional warranty?



If a merchant claims that merchandise is guaranteed, don't make do with a verbal promise. Demand it in writing and take the time to read it. In a clear manner, a warranty must:

- **Indicate the name and address of the person offering the warranty (always insist on the complete address, as a post office box is not a legal address under the Consumer Protection Act).**

Note, however, that a manufacturer may offer a warranty on merchandise provided you buy it from a merchant authorized by the manufacturer. If you buy from some other merchant, it is that person's responsibility to inform you **in writing** that the warranty cannot be provided; if this is not done, the merchant must respect the warranty at his own expense.

- **Indicate a description of the goods or services covered by the warranty.**
  The merchant or manufacturer may exclude certain points of the warranty offered, providing this is clearly indicated in separate, successive clauses in the document describing the warranty.

- **Indicate the duration of the warranty (this must be set forth in a precise manner; for example, if there is a "lifetime warranty", does this mean for the life of the goods or the life of the owner?)**

  Remember that if you must have defective merchandise repaired while it is still guaranteed, the length of the warranty must be extended for a period equal to the time the merchandise, or part of it, is in the possession of the merchant or manufacturer.

- **Indicate whether or not the warranty may be transferred to a subsequent purchaser.**

- **Indicate what the customer must do to have the warranty respected, and the persons authorized for this purpose if the merchandise is defective.**

  Don't forget that if the manufacturer or merchant designates a third person to assume the warranty offered, this is not a release from the original obligation to you if, for example, the third person is not in a position to repair the defective goods.

Suppose you buy a new car from a dealer authorized by the manufacturer and the dealer gives you the manufacturer's conventional warranty; and suppose a problem arises before the warranty expires and you go back to the authorized dealer. But, as the dealer is unable to solve your problem, your car is entrusted to an independent mechanic (the third person). If the mechanic is also unable to repair your car, or if the work is not done properly, you still have a recourse against the manufacturer and the dealer because they are the persons originally responsible for the conventional warranty given to you.

- **And finally, indicate the obligations of the person granting the warranty in the event of defective goods or improper performance of the services covered by the warranty.**
  We wish to stress that a merchant or manufacturer may not refuse to abide by a warranty that has been given to you on the pretext that you did not return the document describing it or have it validated. Let us say you buy a watch that is guaranteed for a year, but you forget to send in the validation card that the company asks you to fill out and return. After a few weeks, your watch stops and you return it to the company. It cannot refuse to respect the warranty simply because you neglected to send in the card. Of course, this does not apply to goods purchased before the Consumer Protection Act came into force.

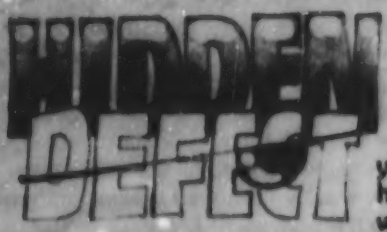
Furthermore, in order to make the warranty valid, you cannot be obliged to use a particular brand name product unless:

- the product is supplied free of charge; or
- the goods guaranteed cannot operate normally without the use of this product (for example: the "Lavevite" dishwasher must be used with a non-sudsing detergent to operate properly); or
- the warranty is not provided free of charge (as in the case of an optional service contract taken out to extend the warranty).

No charge may be made for fulfilling the terms of the warranty offered by the merchant or manufacturer, unless these costs are specifically mentioned in the document describing the warranty.

Steps you may take

If a manufacturer or dealer gives you a conventional warranty when you purchase goods, you are entitled to demand that it be abided by.



You can also act against the manufacturer or the merchant if you discover a hidden defect which you could not have discovered through ordinary examination, or if the goods purchased cannot be used for their normal purpose for a reasonable length of time. The same is true if you injure yourself because you were not warned of the possible dangers involved in using the goods.

Note that if you decide to sell the goods, the new owner can also exercise this recourse against the manufacturer.

Although all these provisions should favour a total respect for warranties, the best way of putting every chance on your side is nevertheless, for you to read the documents describing the warranties carefully and, if the merchant or manufacturer offers you a warranty, demand that it be in writing.

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Part II - Teacher Information

Have students read the warranty for the Acme Electric Kettle, on page 20, and answer the questions that follow. They may work alone or in small groups.

1. How long is the electric kettle warranted for?

2. If there is a defect or malfunction within this time, what action can be taken?

3. If this kettle was used in a restaurant and it stopped working after a year, would the warranty be good? How do you know?

4. If you placed this kettle on a hot electric burner and it was ruined, would the warranty still be good even if it was within the two year period? Why or why not?

5. What proof would you have as to the date of purchase of your electric kettle?

Students should now summarize the type of information that is contained in a warranty, i.e.

- the care of a product
- the abuse of a product
- what to do in case of a problem
- other information

THE ACME ELECTRIC KETTLE

The Acme Company warrants that this appliance will be free from defects for a two year period from the date of purchase.

Should any defects occur, the appliance will be replaced or repaired, free of charge. The owner must return the defective product to the nearest Authorized Dealer or Distributor.

This warranty does not apply to accidental damage, misuse or commercial use.

How to use your Acme Electric Kettle

Fill with water and plug into a 110 socket.

How to care for your Acme Electric Kettle

Do not use abrasive products on the outside of the Acme Electric Kettle.

Clean the inside by boiling one cup of vinegar and one cup of water for 8 minutes. Rinse thoroughly.

Do not use this kettle outdoors.

Do not let the cord hang over edge of counter.

Do not place on a hot stove element or in a hot oven.

Do not use this kettle for other than intended use.

T H I S P R O D U C T I S F O R H O U S E H O L D U S E O N L Y

Part III - Teacher Information

Obviously, the items listed to be warranted, on the next page, do not exist. However, the student may take one of two approaches to the warranty. Let him assume that the products do exist and that the warranty is in earnest. The product really will work; all that then needs to be determined is to what degree. The other approach is, of course, that the product is a hoax. In that case the warranty has to include all the vital information; yet at the same time, in effect, warrant nothing! This will require more creativity and a sense of humour.

You may want to do one example with the class prior to their working independently. The warranty can take a specific format with sections for care of the product (or how to use the service), abuse of the product (what the service will not do), and what to do if there is a problem.

For example, product number one is a perfume that attracts the opposite sex. It does not, however, specify the species of the sex, nor the age, etc. Therefore a consumer using this product may have 50 stray male cats following them everywhere, or a large group of giggling ten year old girls. Does the warranty protect the consumer in these cases?

Part III - Student Information

A legal warranty is especially designed to protect the consumer even if the manufacturer does not want to be responsible. A conventional warranty, provided by a store or manufacturer often provides the consumer with even more protection. However, if a manufacturer promises that his product will do things that it cannot do, and he has offered a warranty, then that manufacturer is in trouble! For example, if a boot manufacturer guarantees that the boots he makes are waterproof and they in fact are not, most people who buy them will return them. The boot manufacturer is left with all those boots that he cannot sell and no money. Big trouble! On the other hand, consumers are not stupid. Why should they believe boots are waterproof just because the shoe salesman says so? A consumer wants proof. He wants a warranty.

You are the manufacturer or seller of one of the following products.

1. a perfume that attracts the opposite sex
2. eye glasses that make everything appear wonderful
3. a new breed of puppy that is trained at birth
4. child obedience classes
5. a body and muscle building drink
6. a diet to lose weight, no starvation or exercise involved
7. a plant that never dies
8. clothes that don't get dirty
9. a haircut that never gets messy or grows any longer
10. your choice

What kind of warranty will you offer? It must prove to the consumer that what you say is true; however it must protect you the manufacturer as well. Warranties usually talk about abuse of the product and how that is not covered. You should also provide guidelines for the care and maintenance of your product.

Sometimes there are hidden clauses as well, tricks that are at first not noticeable. For example, perhaps that boot manufacturer has included in his warranty, in fine, fine print that his warranty is invalid if you wear the boots in the rain! The consumer must beware and read the warranty very carefully.

Be sure to give instructions to the consumer as to what they are to do if the product is not satisfactory.

WARRANTIES ON CARS AND MOTORCYCLES

Intermediate Objectives

The student will examine documents published by the Office de la protection du consommateur.

The student will explore the nature of jargon and colloquial language.

The student will compile a list of jargon appropriate to a specific area of interest.

WARRANTIES ON CARS AND MOTOCYCLES

Teacher Information

Discuss with students why it is that people are so nervous about their cars not working properly. Why do people get so upset if their cars break down and need to be repaired? Suggested reasons are the fact that car repairs are just so costly, we are often ignorant about car repairs and must take the dealer or mechanic at his word, we rely on our cars daily and cannot afford to be without them. We often feel helpless and cheated.

Ask students to think about car advertising and the kind of warranties most dealers offer. How long is the warranty? What is usually covered? What is not covered? Do they think warranties help the consumer decide which type of car to buy? These are conventional warranties. (You may want to also use advertisements from the paper to research warranty coverage.

However, do students know that used cars and motorcycles are also under warranty, a legal warranty?

Discuss with the students the advantages and disadvantages of buying a used car. Can you believe a used car salesman who says, "This little beauty was only driven to church on Sundays by a little old lady"? Traditionally, what kind of reputation do used car salesmen have? Why?

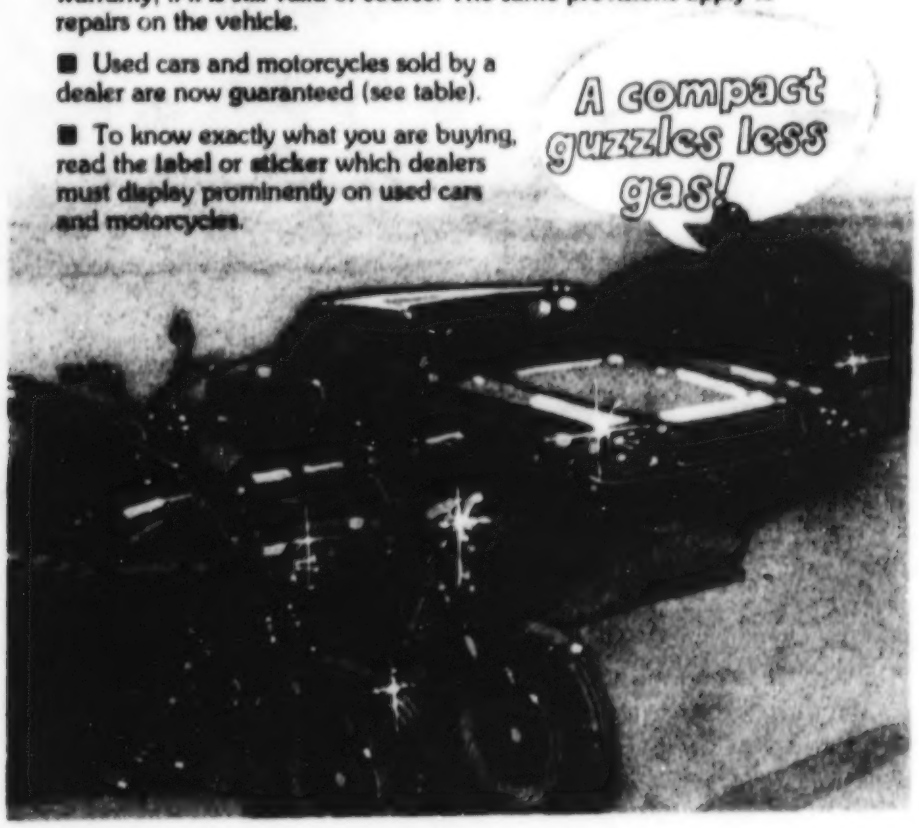
Have the students read the document Cars and motorcycles: moving in the right direction on pages 28 and 29. Focus their attention on the charts included.

Cars and motorcycles: moving in the right direction

It's so easy to be swept off your feet by a beautiful car or a frisky motorcycle. But before you sign...

Some provisions of the new Act:

- The dealer who repairs your car or motorcycle is obliged to provide you with a written estimate which you must approve before the work is started, unless you have provided a written release from this obligation.
- Car repairs are guaranteed for **3 months or 5,000 kilometers,** whichever comes first. Motorcycle repairs are guaranteed for **one month** from the date your vehicle is returned to you.
- A vehicle's warranty is now transferable to a subsequent buyer. In other words, although you may be the second or third owner of the vehicle, you can insist that the dealer or manufacturer honour the warranty, if it is still valid of course. The same provisions apply to repairs on the vehicle.
- Used cars and motorcycles sold by a dealer are now guaranteed (see table).
- To know exactly what you are buying, read the **label** or **sticker** which dealers must display prominently on used cars and motorcycles.

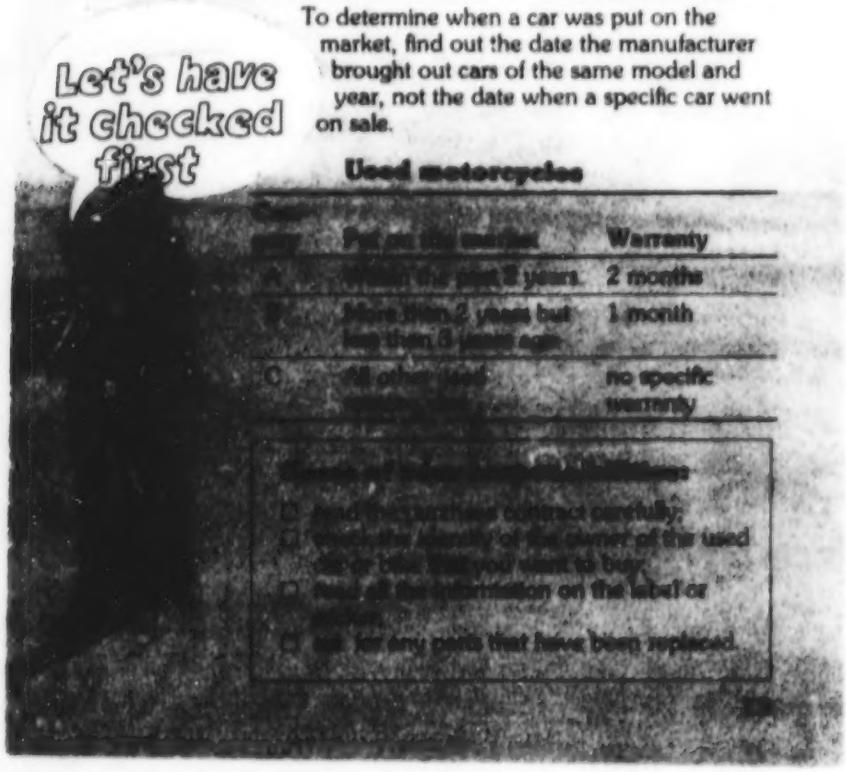


Operating warranty covering parts and labour

Used cars

Category	Put on the market	Warranty
A	Within the past 2 years, with no more than 40,000 km	6 months or 10,000 km
B	Within the past 3 years, with no more than 60,000 km	3 months or 5,000 km
C	Within the past 5 years, with no more than 80,000 km	1 month or 1,700 km
D	All other used cars	no specific legal warranty

To determine when a car was put on the market, find out the date the manufacturer brought out cars of the same model and year, not the date when a specific car went on sale.



Used motorcycles

		Warranty
A	[illegible] the past 2 years	2 months
B	[illegible] 2 years but [illegible] 3 years ago	1 month
C	All other used [illegible]	no specific warranty

[illegible] contract carefully;
[illegible] owner of the used [illegible] you want to buy;
[illegible] information on the label or
[illegible] for any parts that have been replaced.

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BLAH, BLAH, BLAH

Part I & II - Teacher Information

The following two exercises give students an opportunity to have some fun with language. Jargon is an undeniable part of modern living! Have you ever had a conversation with someone in a specialized field that left you wondering if they were speaking English?

Part I - Student Information

Colloquial language is informal language that we use in conversation like "okay" or "you guys" or "yeah" or "yup".

What colloquial expression do we use for something (often a car) that doesn't work well or often needs repairs? (Hint: It has to do with fruit!) Can you think of other expressions that mean the same thing?

How many colloquial expressions can you think of that have to do with being cheated?

Part II - Student Information

The world of cars has a special language that goes with it, a language that is not easy to understand if you don't know much about cars! This kind of special language about a special area of interest is called JARGON.

The following is car world JARGON. Do you know what the words mean? If not, try to find out. Can you add other examples?

luxury sedan	front wheel drive
economy model	rear wheel drive
compact	four wheel drive
mid sized	ATV
gas guzzler	cruise control
fuel injection	power assisted disks
6 cylinder	4 cylinder

The following is computer world JARGON. Do you know what the words mean? If not, try to find out. Can you add other examples?

bits	LOGO	off-line
bytes	BASIC	CPU
K's	log on	crash
input	log off	
output	hands on	

The following is exercise world JARGON. Do you know what the words mean? If not, try to find out. Can you add other examples?

burn	aerobic
hams	anaerobic
quads	
pecs	

Choose another area of interest and provide some JARGON. Test your classmates to see how much they know. Some areas of interest might be:

music
musical instrument(s)
electronic equipment
biking
skateboarding
skiing
weight-training
hair styling
other?

THE LEASE

Intermediate Objectives

The student will explore and identify vocabulary specific to a lease through the examination of suffixes.

The student will evaluate methods of contracting by creating clauses for a lease and comparing them to legal documentation.

THE LEASE

Teacher Information

You will need to obtain a copy of a Quebec lease published by the Gouvernement du Quebec, Régie du logement. The lease is free of charge and can be obtained either at your nearest Régie de logement or by telephoning (514) 873-2111. There is also a copy of it in the text Introduction to Quebec Law.

The lease form is valuable because all the rules governing tenant/landlord relations are printed right on it. Students are going to be asked to devise their own tenant/landlord relations rules, but it is necessary to have the real ones for comparison.

The following are some ideas for presenting the topic to the students.

When the time comes for you to rent your own apartment you will need to sign a lease. A lease is a contract between you and your landlord that sets down some rules and regulations about your apartment.

A lease is usually on a special form, published by the Gouvernement du Québec, Régie du logement. The first page is the actual contract. The other three pages are the rules and regulations.

Do you know this vocabulary? It appears on a lease form.

A tenant is the same as a lessee. What is a lessee?

A landlord is the same as a lessor. What is a lessor?

The endings of the words lessee and lessor are important. We have seen these word endings before.

What is an employee? an employer?

What is an interviewee? an interviewer?

Can you explain the difference between the ending ee and the ending or. Can you think of any other examples?

Have students working in groups of two or three. Present the following information. There is an apartment for rent at 4226 Boulevard St. .ves, #6. The apartment is a 3½ (Do students know what that means? Which room is considered the half?) The rent is $375.00 per month. The lease is for one year. Have students imagine that they are a prospective tenant. What other information do they need? What questions will they ask? Have students then imagine that they are the landlords. Have them answer the questions.

With the class, design a form to accomodate the above information. The tenant questions and landlord answers make up the information for any additional clauses. For example, the prospective tenant wanted to know if the apartment included a fridge, stove, washer and dryer. The landlord answered that there was a fridge and stove, but no laundry facilities. This information needs to have a place on the form. Have the groups fill in the form.

Now, of course, the form will require some reasonable ground rules outlining the obligations of the landlord and the obligations of the tenant. They should include:

- types of use of the apartment - i.e. can it be used as a restaurant or dépanneur
- cleanliness, repairs
- advance notice about moving out or raising the rent
- the number of people living in the apartment
- noise
- pets

Have students in their groups make decisions on these points and include the decisions on their forms. This form is, of course, a lease.

You may want students to role play a conversation between the prospective tenant and landlord concerning one of the above points to demonstrate for the class how a decision was reached.

Student lease forms can then be compared to real clauses on a lease form. How do they compare?

Part II - Teacher Information

The following are four common situations that arise in tenant/landlord relations.

Repairs

The tenant's sink is completely clogged and backed up. He has tried all the products available in the stores. None work. It is Sunday and the landlord is away for the week-end. The tenant calls a 24-hour emergency plumber.

Obligations of landlord to tenant

A tenant complains because his next-door neighbor practises piano at midnight.

Renewal of lease

The tenant's lease is up July 1. He is moving to another city and must inform the landlord.

Increase in rent

The tenant's lease is up July 1. The landlord wants to raise the rent $20.00/month. He must inform the tenant.

Students can discuss the situations or perhaps role play. Have these situations been covered in the lease that they have drawn up? If not, they must add additional clauses. Again compare their clauses to the real ones.

Students must have a place on their leases for the two signatures, tenant and landlord.

Students, in pairs, can present their lease to the class. Leases can be passed around and perused or perhaps posted and discussed.

THE WILL

Intermediate Objectives

The student will explore vocabulary specific to Last Wills and Testaments.

The student will create imaginary heirs to an estate employing previously discussed reasoning.

The student will compose his own Last Will and Testament.

THE WILL

Part I - Teacher Information

This section of the module is not intended to be morbid! Wills are contracts, ones that govern posthumously.

Have students read the article "'Poor' old woman leaves $20,000 to shelter" on the next page and discuss the questions:

1. To whom did Margaret Rowland leave her money?
2. For what reasons?
3. What is the class's opinion of this?

'Poor' old woman leaves $20,000 to shelter

By MICHELLE SHEAFF
of The Gazette

An 86-year-old woman — who thought she was poor until the last years of her life — has left $20,000 to aid the impoverished and friendless women of Montreal.

Margaret Rowland left no surviving relatives when she died in April, so she bequeathed her life's savings to charities, and particularly to Chez Doris, a drop-in centre for poor and battered women.

Rowland and her sister Marian were retired working women who spent little of their pensions, said Frances Schleifer, a home-care worker who visited them.

Their money was scattered in so many bank accounts they had no idea how much they had saved.

"They thought they were poor," Schleifer said yesterday. One day two years ago, she asked whether they kept bank books.

"They scurried around the rooms like squirrels and they found several. I tallied up the amounts and it came to $30,000. And I said: Ladies, you're rich!"

Schleifer thinks Rowland chose Chez Doris because she empathized with poor, isolated women. "They were struggling. They were sick and very old, and very much alone."

All her life, Rowland, who never married, was the "caretaker" of her family. She took care of her sick parents until they died, her brother Jimmy who died in Douglas Hospital, and her sister, who died of cancer 1½ years ago.

"After her sister died, she no longer had a burden," Schleifer said. At 84, Rowland began to dress up, go out and make friends.

Rowland also gave to Douglas Hospital, the Cancer Society and the Heart Foundation.

Maria Peluso, president of Chez Doris, said Rowland's bequest is one of the largest donations to the home. "I'm touched by it."

She is hoping to raise $200,000 for mortgages and repairs to the house on de Maisonneuve Blvd. near the Forum. The home is named after a homeless prostitute slain in 1974.

Chez Doris opened in 1977 and offers women hot meals, clothes, shelter and counselling — and a place where they feel accepted.

"The house is theirs. They can be who they are," Peluso said.

Donations may be sent to: 2196 de Maisonneuve Blvd. W., Montreal H3H 1L1.

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Part II - Student Information

The last contract a person enters into is their Last Will and Testament. By making a will, you have the opportunity to ensure that what you want to happen will happen when you are no longer there to take care of it yourself.

People, in their wills, leave possessions to others for a number of reasons. One reason may be that the inheritance will make the heir's life easier. Another may be to leave the heir a reward or a momento of the dead person. Another reason may be to punish an heir.

A person has the right to leave their possessions to anyone or anything. You can leave everything you own to a cat, a dog, or a goldfish. However, you will probably have to appoint someone to look after things for your cat, dog, or goldfish!

On the next page is the Last Will and Testament of Sally Munroe Livingstone. She has ten special people that she would like to leave things to in her will. In the case of three of these people, Sally wants to make their lives easier or better. In the case of four of the people, Sally wishes to leave them a memento, something to remember her by. However, in the case of the last three people, Sally wants to punish them! On the will form provided, list the ten specific items and the name of the inheritor for each. Explain why Sally chose that particular person to inherit that particular item. Be as imaginative and humourous as you wish.

Some added information:

An inheritor is someone who inherits in a will.

An executor is someone named in the will by the person making it, to make sure the will is carried out.

LAST WILL AND TESTAMENT

I, Sally Munroe Livingstone, being of sound mind and body, living at the City of Montreal, in the province of Quebec, on this day, June 10, 1988, revoke all former wills. This is my last will and testament. After all funeral expenses and all my debts have been paid, I bequeath:

1. my _____ to _____
2. my _____ to _____
3. my _____ to _____
4. my _____ to _____
5. my _____ to _____
6. my _____ to _____
7. my _____ to _____
8. my _____ to _____
9. my _____ to _____
10. my _____ to _____

Everything else I leave to _____.
name of heir

I nominate and appoint _____ as my executor.

Signed and declared _____. _____.
signature date

Part III - Student Information

Now fill out your own Last Will and Testament, of course only to be used many, many years from now! You will find a form on the next page.

List all your important possessions. They must belong exclusively to you. You cannot share them with a brother, sister or parent. Is the T.V. in your room really yours, or is it your parents'? What about your bedroom furniture?

Decide to whom you would like to bequeath these possessions and why. Put it in your will in the space provided.

Name an executor and sign and date the will.

LAST WILL AND TESTAMENT

I, _____, being of sound mind and body, living at
name

_____, in the province of _____, on this day,
address name of province

_____, revoke all former wills. This is my last will and
date

testament. After all funeral expenses and all my debts have been paid, I

bequeath.

1. _____ list any
2. _____ individual
3. _____ items and the
4. _____ inheritor
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Everything else I leave to _____.
name of heir

I nominate and appoint _____ as my executor.

Signed and declared _____. _____.
signature date

Gouvernement du Québec
Ministère
de l'Éducation

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